

STATE OF INDIANA)

COUNTY OF HAMILTON)

FILED

IN THE HAMILTON CIRCUIT/SUPERIOR COURT

2002 ASS: 18 P.M.
CAUSE NO. 29803 0604 PL 354

STATE OF INDIANA,

Plaintiff,

v.

WINDOWS & SIDING

OF INDIANA, INC.

d/b/a Windows & Siding of

Indianapolis, Inc.,

Defendant.

Jammy Baitz
CLERK, HAMILTON COUNTY COURTS

FILED

APR 24 2006

Jammy Baitz
CLERK OF THE
HAMILTON SUPERIOR COURT

CONSENT JUDGMENT

Plaintiff, State of Indiana, by Attorney General Stephen Carter and Deputy Attorney General Justin Hazlett, and Defendant, Windows & Siding of Indiana, Inc., doing business as Windows & Siding of Indianapolis, Inc., hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interests to resolve the issues raised by the State of Indiana to avoid further litigation. This Consent Judgment does not constitute an admission by Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position that Defendant violated Indiana's Home Improvement Contracts Act and Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.
2. Plaintiff's Complaint for Injunction and Costs states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §§ 24-5-0.5-1 through -12, and the Home Improvement Contracts Act, Ind. Code §§ 24-5-11-1 through -14.
3. Defendant, Windows & Siding of Indianapolis, is an Indiana corporation, with a principal place of business located at 431 S. Rangeline Road, Carmel, Indiana. Defendant solicits to provide home improvements for Indiana consumers.

RELIEF ORDERED

4. Defendant is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:
 - a. entering into a home improvement contract, as defined by Ind. Code § 24-5-11-4, that is not in writing and does not contain the following:
 1. The name of the consumer and the address of the residential property that is the subject of the home improvement;
 2. The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
 3. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
 4. A reasonably detailed description of the proposed home improvements;

5. If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
 6. The approximate starting and completion dates of the home improvements;
 7. A statement of any contingencies that would materially change the approximate completion date;
 8. The home improvement contract price; and
 9. Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer is required to make any down payment;
 - c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer; and
 - d. in the course of entering into home improvement transactions, failing to obtain all necessary licenses and permits, as required by law.

e. failing to complete a consumer transaction within a stated period of time or, if no time period is stated, within a reasonable period of time.

5. Defendant is further enjoined to comply fully with the Home Improvement Contracts Act, Ind. Code §§ 24-5-11-1 through -14 and the Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-1 through -12, as currently codified and as may be amended in the future, in all future transactions with consumers.

6. Defendant shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5-0.5-4(c)(3), the amount of Five Hundred Dollars (\$500.00), representing Plaintiff's costs of investigating and prosecuting this action.

CONTINUING JURISDICTION

7. For the purpose of enforcing the provisions of this Consent Judgment, Defendant waives any objection regarding the Court's jurisdiction to punish for contempt and agrees to appear on proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this 12 day of April, 2006

STATE OF INDIANA
STEPHEN CARTER

Indiana Attorney General

by:

Justin Hazlett
Justin Hazlett
Deputy Attorney General
Attorney No. 22046-49

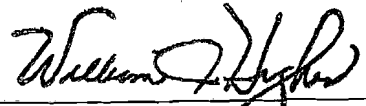
WINDOWS & SIDING OF
INDIANA, d/b/a Windows & Siding
of Indianapolis, Inc.

By:

Wendy Alexander
Wendy Alexander
Printed Name
Treasurer
Title

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED

this 24 day of April, 2006.



Judge, Hamilton Circuit/Superior Court

Distribution:

Justin Hazlett
Office of the Attorney General
Indiana Government Center South, 5th Floor.
302 W. Washington St.
Indianapolis, IN 46204

Windows & Siding of Indianapolis
431 S. Rangeline Road
Carmel, IN 46032

RECEIVED

APR 24 2006

CONSUMER PROTECTION
ATTORNEY GENERAL OF INDIANA